NOTES OF CASES.

Automobiles—Should Be Equipped with Headlights Sufficient to Show Railroad Crossings—Control.—In Serfas *v.* Lehigh & N. E. R. Co., 270 Pa. St. 306, 113 Atl. 370, 14 A. L. R. 791, the Supreme Court of Pennsylvania held that the driver of a motorcar traveling by night should have such headlights as will enable him to see in advance the highway and to discover railroad crossings, and must keep his car under such control as will enable him to stop.

The court said in part:

"The deceased, who was familiar with the road and crossing, was driving from 15 to 20 miles per hour, and admittedly did not stop until upon the track, and then only because of a shout from the rear brakeman, who saw the impending collision, which instantly resulted. The deceased openly violated the inflexible rule requiring the traveler to stop, look, and listen before entering upon a railroad track. The only excuse offered is the darkness, which is insufficient. There was possibly some slight artificial light there from a trolly car standing near by and from electric lights on a high pole; but, entirely aside from this, it is the duty of a chauffeur traveling by night to have such a headlight as will enable him to see in advance the face of the highway and to discover grade crossings, or other obstacles in his path, in time for his own safety, and to keep such control of his car as will enable him to stop and avoid obstructions that fall within his vision. For example, it is the chauffeur's duty to keep his car under such control that whenever his headlight has brought a grade crossing into view he can stop before reaching it. Such crossing is not invisible by day, nor, when an auto is equipped with proper lights, by night; in either case, the chauffeur must discover its presence and stop before driving thereon. We have never held darkness an excuse for failure to perform this absolute duty, but the contrary. Anspach *v.* Philadelphia & R. R. Co., 225 Pa. 528, 28 L. R. A. (N. S.) 382, 74 Atl. 373; Eline *v.* Western Maryland R. Co., 262 Pa. 33, 104 Atl. 857. In the language of our Brother Kephart in McGrath *v.* Pennsylvania R. Co., 71 Pa. Super. Ct. 1, 3: 'It is the duty of the driver of a car, driving on a dangerous highway on a dark, stormy night, to have his car under such control that he may stop or turn it away when objects intercepting his passage come within range of the rays of light from his lamps. If he drives so fast that he cannot avoid what ordinary prudence would make a known obsrtuction, he is guilty of negligence.'"

Building Restrictions—Erection of Garage Violates Restriction against Stable.—In Perpall *v.* Glood, 190 N. Y. S. 417, the Supreme Court of New York held that a covenant not to erect a barn or stable within 70 feet of a street is broken by the building of a garage within that distance.

The court said in part:

"The last point to be considered is whether the erection by the defendant of a private garage violates the restrictions against a private stable. The covenants in the deeds to Moon and the agreement with Scott prohibited the erection of any building costing less than $5,000, with the exception only of a barn or stable, providing such barn or stable is erected on that part of the premises conveyed lying west of a line drawn parallel with East Nineteenth street and distant 70 feet westerly therefrom. This imposed upon the grantee the necessity of choosing whether she desired any garage at all or a garage which should not stand closer to East Nineteenth street than 70 feet. The same necessity confronts her grantee, the present defendant. In my opinion the building of defendant's garage within 70 feet from East Nineteenth street is a violation of the original covenant. The question is whether the garage built by the defendant falls within the prohibition of the restriction against the erection of a barn or private stable. In this connection it should be noted that the barn or stable mentioned in the covenant is not limited to a stable for horses or any other animals, and I think the term used includes an automobile garage. I had occasion, in the case of Schmolke *v.* Hardy, N. Y. Law Journal, Nov. 3, 1919, to consider the question whether a garage came within the definition of a stable, within the purview and for the purposes of the interpretation of a restrictive covenant, and I followed in that case the case of Beach *v.* Jenkins, 174 App. Div. 813, 159 N. Y. Supp. 652, where it was held that the building of a garage violated the barn or stable restriction then under consideration. See, also, the case of Hepburn *v.* Long, 146 App. Div. 527, 131 N. Y. Supp. 154, distinguishing Beckwith *v.* Pirung, 134 App. Div. 608, 119 N. Y. Supp. 444."

Habeas Corpus—Right of Person at Large on Bail Bond to Writ —Voluntary Surrender.—In Hyde *v.* Nelson, 229 S. W. 200, the Supreme Court of Missouri held that a person discharged on bail is not restrained of his liberty so as to be entitled to discharge on habeas corpus, and that the writ will not lie for the release of such person after he has voluntarily surrendered himself to the officers of the law.

The court said in part:

"It is uniformly held that the writ will not lie where one is at large on bail bond. It was held in the learned opinion of Walker, J., in State ex rel. Barker *v.* Wurdeman, 254 Mo. 561, loc. cit. 572, 163 S. W. 852: 'The test, therefore, as to the right to this writ is the existence of such an imprisonment or detention, actual though it may be, as deprives one of the privilege of going when and where he pleases (Hurd on Habeas Corpus, pp. 200 et seq.); and upon such restraint being alleged, the court or judge will, in the exercise of discretion, determine whether the individual liberty of the petitioner and the demands of justice, if the petitioner is being held under the war-